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NEGOTIATED CONTRACT

Contract No. SC-45-12

The Perkin-Elmer Corporation
Main Avenue
Norwalk, Connecticut

CONTRACT FOR: See Schedule

Amount:

Mail Invoices to:

Performance Period/Delivery
Schedule:

Inspection Point:

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions. In the event of any inconsistency between the schedule and the General Provisions, the schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of

FEB 10 1958

1958.

Signatures:

THE PERKIN-ELMER CORPORATION

THE UNITED STATES OF AMERICA

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FOIAb3a

BY

BY

Contracting Officer

TITLE Vice President

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CERTIFICATE

FOIAb3a

25X1A

I, _____, certify that
I am the _____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then _____
_____ of said Corporation; that said con-
tract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its Cor-
porate powers.

FOIAb3a

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(Corporate Seal)

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SCHEDULE

PART I - SUPPLIES AND SERVICES TO BE FURNISHED

The Contractor shall perform all work and services necessary to modify and overhaul certain Mark I Tracking Cameras to be furnished by the Government, design and furnish Electrical Test Boxes, and furnish Instruction Manuals for each of the foregoing in accordance with the attached APPENDIX I, such appendix being a part of this schedule under this contract.

PART II - CONSIDERATION AND PAYMENT

In accordance with the clause of this contract entitled "PAYMENTS," and subject to redetermination of the price in accordance with the part of this Schedule entitled "PRICE REDETERMINATION," the Government shall pay the Contractor upon satisfactory performance of this contract, as full payment for the services and equipment to be furnished by the Contractor hereunder the amount of EIGHTY THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$80,480), which amount is the total target price of Items Nos. 1, 2, 3 and 4 in APPENDIX I, hereto.

PART III - DELIVERY SCHEDULE

All deliveries under this contract shall be made in accordance with APPENDIX I.

PART IV - PRICE REDETERMINATION

A. Because of the nature of the work called for by this contract and the great uncertainty as to the cost of performance hereunder, the parties agree that the contract price set forth in APPENDIX I hereof may be increased or decreased in accordance with the provisions of this clause.

B. Within 60 days after the completion or termination of this contract, the Contractor will file with the Contracting Officer a statement showing, in such form and detail as the Contracting Officer may prescribe, the Contractor's cost of producing the supplies or furnishing the services called for hereunder, together with such other information as may be pertinent in the negotiations for a redetermined price pursuant to this clause. Such statement of cost shall fairly reflect the normal operation of the Contractor's cost system. The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations and audits of the Contractor's

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books, records and accounts as he may request. The Contractor further agrees to include in each of his subcontracts which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis a provision to the effect that the subcontractor agrees (i) to submit to the Contracting Officer such cost data as may be required for price redetermination, (ii) to permit the Contracting Officer to make or cause to be made such examination and audits of books, records and accounts as the Contracting Officer may deem necessary, and (iii) to include a like provision in each of his subcontracts which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis.

C. Upon the filing of the statement and other pertinent information required by paragraph (B) of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable redetermined price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such redetermined price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. The redetermined price shall be evidenced by a supplemental agreement to this contract. In no event shall the redetermined price exceed the sum of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$87,800).

D. If within 60 days after the completion or termination of this contract, the parties shall fail to agree upon a redetermined price (which term, for the purpose of this clause, shall include direct costs, indirect costs and profit) in accordance with the provisions of this clause, the failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

E. In the event of a price increase the Government will pay or credit to the Contractor the amount by which the redetermined price shall exceed the contract price aforesaid. In the event of a decrease in price the Contractor will repay or credit the amount of such decrease to the Government in such manner as the Contracting Officer may direct.

F. For any of the purposes of the clause of this contract entitled "Termination for Convenience of the Government" (including without limitation, computation of "the total contract Price" and "the contract price of work not terminated"), the contract price shall be the redetermined contract price agreed upon under paragraph (c) of this

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clause or determined under paragraph (D) of this clause, as the case may be.

PART V - LETTER OF INTENT SUPERSEDED

This is the Definitive Contract contemplated by Letter of Intent dated 14 November 1957 and revisions thereto dated 20 November 1957, 16 December 1957 and 8 January 1958. This Definitive Contract supersedes said Letter of Intent. Work performed under said Letter of Intent shall be deemed to be work performed under this Definitive Contract. The date of the Letter of Intent shall govern for the determination of the priority status of the Definitive Contract. In the event of conflict between this Definitive Contract and said Letter of Intent, this Definitive Contract shall prevail.

PART VI - ANTICIPATORY COST

All costs which have been incurred by the Contractor on or after 17 October 1957, in anticipation of and prior to the signing of this contract, and which if incurred after the signing of this contract would have been considered as items of allowable costs hereunder will be accepted by the Contracting Officer as costs under this contract.

PART VII - INSPECTION AND AUDIT

A. The Contractor agrees that its books and records and its plants, or such part thereof as may be engaged in the performance of this contract, shall at all reasonable times be subject to inspection and audit when and to the extent authorized by the Contracting Officer.

B. The Contractor agrees to include in each of his subcontracts hereunder which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis, or on a time-and-material or labor-hour basis, provision for audit of such subcontracts by the Contractor. The Contractor shall conduct an audit of any such subcontract when requested to do so by the Contracting Officer.

PART VIII - INSPECTION AND ACCEPTANCE AND CORRECTION OF DEFECTS

A. Inspection and acceptance of the supplies and services called for herein, shall be made by the Government at the Contractor's plant, Norwalk, Connecticut, with respect to any items fabricated and/or assembled and packed as individual or integral units at the Contractor's plant. With respect to items fabricated and/or assembled and packed as individual or integral units at subcontractor's plant, the point of inspection and acceptance shall be at the plant of such subcontractor.

B. In the event it becomes impracticable for the Government to perform inspection and acceptance at Contractor's or subcontractor's

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plants, Contractor may deliver, and the Government will accept the supplies and/or services called for herein and at the times specified herein provided they are accompanied by a certificate signed by an officer of the Contractor company that said supplies and/or services meet all the requirements of the contract. For purposes of payment, Contractor shall be entitled to the contract price of such items upon delivery. At any time during performance of this contract, but not later than six (6) months after such delivery and acceptance, if inspection of the supplies by the Government reveals any defectiveness in material or workmanship or otherwise not in conformity with the requirements of this contract, the Contractor, if so directed by the Contracting Officer shall correct such deficiencies at no increase or decrease in contract price except as provided in the clause hereof entitled "PRICE REDETERMINATION."

PART II - SUBCONTRACTS FOR WORK OR SERVICES

A. No contract shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work, herein contracted for, without the written approval of the Contracting Officer as to sources.

B. The Contractor shall give specific advance notification to the Contracting Officer of any proposed subcontract hereunder which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000, or five percent (5%) of the total amount of this contract.

C. The Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract, or (3) provides for the fabrication, purchase, rental, installation or other acquisition, of any item of industrial facilities, or of special tooling having a value in excess of \$1,000, or (4) is on a time-and-material or labor-hour basis. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (c).

D. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

E. The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a

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determination of the acceptability of the subcontract price, unless such approval specifically provides that it constitutes a determination of the acceptability of the subcontract price.

F. The Contracting Officer may approve all or any part of the Contractor's purchasing system and from time to time rescind or reinstate such approval. Such approval shall be deemed to fulfill the requirements for obtaining the Contracting Officer's consent to subcontracts as prescribed in paragraph C above.

PART X - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART XI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

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APPENDIX I

Item 1 - Perform the following work on each of sixteen (16) MK I Tracking Cameras:

- A. Replace auto-exposure control with exposure programmer, as described in attached Exhibit "A".
- B. Modify relay control system to use simplified hermetically-sealed relay system similar to that used in MK II design.
- C. Replace scan motors, gear heads, and other miscellaneous parts, such as solenoids, latches, bushings, masks, interim clock heaters, IMC bushing, etc., with MK II parts.
- D. Furnish services necessary to overhaul Tracking Cameras.
- E. Furnish the following parts* in the overhaul of Tracking Cameras.

Metering Motor
Rubber Coupling
Certain Springs
Certain Microswitches
Light Bulbs
Belts

*Any additional parts required for overhaul will be purchased under separate contract.

14 Verice 11557-5
11663-2 Price-----\$4,680.00 each *increased per amend #1 to 5,380.*
Total-----\$74,880.00

Delivery - Three (3) each by February 15, 1958
Two (2) each by February 22, 1958
Three (3) per week thereafter

The above quoted price and delivery is contingent upon receipt of Tracking Cameras to be repaired at the following rate:

Five (5) each by December 1, 1957
Three (3) each by February 15, 1958
Three (3) per week thereafter

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Item 2 - Furnish forty (40) each revised Instruction Manuals for Tracking Cameras, incorporating information pertaining to the modifications accomplished under Item 1, above.

Price-----\$3,350.00

Delivery - Twenty (20) each temporary manuals by February 15, 1958
Forty (40) each final manuals by April 30, 1958

Item 3 - Design and furnish three (3) each Electrical Test Boxes, as described in Exhibit "A".

Price-----\$600.00 each
Total-----\$1,800.00

1- 11710
1- 11561
1- 11626

Delivery - By February 15, 1958

Item 4 - Furnish fifteen (15) each Instruction Manuals for Electrical Test Boxes furnished under Item 3, above.

Price-----\$450.00

Delivery - By February 15, 1958

TOTAL CONTRACT PRICE-----\$80,480.00

(Subject to the provisions of
PART IV, PRICE REDETERMINATION)

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EXHIBIT A

The Exposure Programmer

An exposure programming system, which will be insensitive to bright spots representing a small percentage of the field area, is proposed to replace the existing aperture control system.

This system is based on the fact that ground illumination is a function of the elevation of the sun and will vary according to time referenced to a known constant such as sunrise. Therefore, cams mounted on a constant speed shaft may be programmed to control the aperture according to a "sun elevation versus elapsed time" cycle.

This system is based on a maximum cycle of 12 hours. A system of gears driven from an existing shaft in the camera will drive a cam shaft at one revolution per 12 hours. Cams to control the aperture according to a predetermined flight plan will be mounted on this cam shaft and will be indexed to start cycling when the camera is energized.

A system of two (2) cams will be employed to provide the required program. One cam will provide for a rate of increase of illumination, a second will provide for the required duration of maximum illumination. A minimum of three (3) cams will be required to provide for the rate of increase of illumination according to whether the direction of flight is eastward, westward or on a north-south line. A minimum of four (4) cams will be required to provide for maximum illumination Winter or Summer, with either red or yellow filter.

One set of these seven (7) basic cams will provide for a maximum of twelve (12) programs. In addition, six (6) constant aperture disks will be supplied to permit maintaining any desired aperture.

Electrical Test Box

This device is required for checking continuities in the following systems:

1. Control Relay
2. Time-Delay Relay
3. Latching Relay

Physically, it shall consist of a control panel mounted on a box approximately 12" long by 8" wide by 6" high. The control panel

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shall have three (3) sockets and several rows of jacks. The relay system to be tested shall be plugged into the appropriate socket. Within the box, the socket leads shall be fanned out and each lead shall re-appear on the control panel as a separate jack. With the use of special charts, an ohmmeter may be used to probe combinations of jacks for continuity checks.

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